

PRIOR TO SHIPMENT, ALL QUALIFYING PIGS IN ACCORDANCE WITH THE RULES THAT ALLOW INTERSTATE SHIPMENT TO THE STATES TO WHICH THE PIGS ARE BEING SHIPPED.

19. RISK OF LOSS: SELLER SHALL HAVE THE RESPONSIBILITY OF LOADING THE QUALIFYING WEANER PIGS ON TRANSPORTATION PROVIDED BY BUYER AND SELLER SHALL BEAR THE RISK OF LOSS OF QUALIFYING WEANER PIGS TO THE TIME THE SAME ARE LOADED AT SELLER'S FACILITIES. BUYER SHALL BEAR THE EXPENSES OF PROVIDING TRANSPORTATION FROM SELLER'S FACILITIES, AND SHALL BEAR THE RISK OF LOSS OF ALL LOADED QUALIFYING WEANER PIGS FROM THE TIME OF LOADING.

20. TERM OF AGREEMENT: THE TERM OF THIS AGREEMENT BETWEEN SELLER, COOP AND BUYER SHALL COMMENCE ON THE EFFECTIVE DATE INCLUDED IN THIS AGREEMENT FOR EACH PARTY, AND SHALL CONTINUE FOR SIXTY (60) MONTHS FROM AND AFTER THE FIRST LOT OF QUALIFYING PIGS IS DELIVERED BY SELLER TO BUYER OR COOP, AS THE CASE MAY BE, WHICH SHALL BE NO LATER THAN _____ . THIS AGREEMENT MAY BE RENEWED FOR SUCCESSIVE TERMS OF TWELVE (12) MONTHS IF ANY PARTY HERETO SHALL GIVE TO THE OTHER PARTIES WRITTEN NOTICE OF ITS DESIRE TO RENEW THIS AGREEMENT AT LEAST 60 DAYS PRIOR TO THE EXPIRATION OF THE CURRENT TERM, AND THE OTHER PARTIES CONSENT TO THE RENEWAL BY GIVING WRITTEN NOTICE OF SUCH CONSENT AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM. ABSENT SUCH NOTICE AND CONSENT TO RENEW, THIS AGREEMENT SHALL TERMINATE ON THE EXPIRATION DATE OF THE THEN CURRENT TERM.

21. COOP GUARANTIES:

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A. TO SELLER: IN CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT BY SELLER, COOP GUARANTIES THE PAYMENT TO SELLER OF THE PIG PRICE HEREIN IDENTIFIED FOR THE QUALIFYING WEANER PIGS PRODUCED AND PROVIDED BY SELLER UNDER THE TERMS OF THIS AGREEMENT, NOT EXCEEDING, HOWEVER, THE PIG PRICE FOR THE NUMBER OF HEAD OF QUALIFYING WEANER PIGS IDENTIFIED IN PARAGRAPH (1) HEREIN FOR ONE YEAR. UPON THE EXECUTION OF THIS AGREEMENT BY BUYER, COOP GUARANTIES THE PAYMENT BY BUYER TO SELLER OF THE PIG PRICE FOR QUALIFYING WEANER PIGS PRODUCED AND PROVIDED BY SELLER TO BUYER UNDER THE TERMS OF THIS AGREEMENT, NOT EXCEEDING, HOWEVER, THE NUMBER OF QUALIFYING WEANER PIGS IDENTIFIED IN PARAGRAPH (1) HEREIN FOR ONE YEAR.

B. TO BUYER: IN CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT BY BUYER, COOP GUARANTIES THE DELIVERY F.O.B. SELLER'S FACILITIES, OR LIKE FACILITIES AS DESIGNATED BY COOP, TO BUYER OF QUALIFYING WEANER PIGS AGREED TO BE PURCHASED BY BUYER UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, NOT EXCEEDING HOWEVER, THE NUMBER OF QUALIFYING WEANER PIGS AS IDENTIFIED IN PARAGRAPH 11 HEREIN. UPON EXECUTION OF THIS AGREEMENT BY SELLER, COOP GUARANTIES TO BUYER DELIVERY, F.O.B. SELLER'S FACILITIES, OF SELLER'S DELIVERY OF THE NUMBER OF QUALIFYING WEANER PIGS TO BE DELIVERED BY SELLER TO BUYER UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, NOT EXCEEDING HOWEVER, THE NUMBER OF QUALIFYING WEANER PIGS AS IDENTIFIED IN PARAGRAPH (11) HEREIN.